

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

**IN RE:**

**WILLIE EARL HATTON, JR  
TENA ALETA HATTON,**

**DEBTORS.**

**Case No.: BK-13-14947-NLJ  
Chapter 13**

**RESPONSE TO OBJECTION TO CLAIM**

Comes now the secured creditor, BANK OF AMERICA, N.A., (hereinafter, "Bank of America") by their attorney, Robert J. Hauge, and responds to Objection to Claim Number 6 filed by the Debtors on November 24, 2014:

1. BANK OF AMERICA is the holder of a purchase money note and mortgage on the Debtor's residence (the "Property"). The note has an outstanding balance of \$89,992.30 plus accruing interest along with reasonable attorney fees and for all costs of the action.
2. The Debtors' objection states that they have been offered a loan modification with the initial trial payment starting in December 2014. The offer of modification requires at a minimum two additional payments after December 2014. The loan modification has not been finalized or approved and the disallowance of Bank of America's claim would be premature and unwarranted. In the event of a completed and approved modification the proof of claim would need to be amended and not disallowed.
3. The loan modification would not pay off or cancel the secured claim but would merely change the amount of the secured claim and possibly remove the arrearage portion of the claim. In the event of a completed and approved modification the proof of claim would need to be amended to incorporate the terms and provisions of the modification. The secured claim of Bank of America should not be disallowed.
4. The debtors have raised in the objection a concern that trial modification payments

and future payments may not be appropriately accounted for unless the claim is disallowed. Bank of America can account accurately for all payments, including trial modification payments, received from the Debtors. The Debtors should modify their plan to authorize the trial payments of the loan modification. The secured claim of Bank of America should not be disallowed.

WHEREFORE, PREMISES CONSIDERED, BANK OF AMERICA, N.A. prays this Court deny the Objection; and for such further relief as this Court deems appropriate.

BANK OF AMERICA, N.A.,

By: s/ Robert J. Hauge  
Robert J. Hauge - #20007  
Baer, Timberlake, Coulson & Cates, P.C.  
6846 South Canton, Suite 100  
Tulsa, Oklahoma 74136  
Telephone: (918) 491-3100  
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Attorney for Movant

**CERTIFICATE OF SERVICE**

I hereby certify that I mailed a true and correct copy of the above and foregoing Response with postage thereon fully prepaid to the parties listed below on December 3, 2014.

Willie Earl Hatton, Jr  
Tena Aleta Hatton  
19601 Southeast 193rd  
Newalla, OK 74857

The following persons should have received notice of the above and foregoing instrument on the same day it was filed by the Court's CM/ECF Electronic Noticing System.

John Hardeman  
P.O. Box 1948  
Oklahoma City, OK 73101

Jerry D. Brown  
5500 N. Western, Suite 150  
Oklahoma City, OK 73118

By: s/ Robert J. Hauge  
Robert J. Hauge

